# AMENDMENT NO. 4 TO CITY OF DETROIT BUILDING AUTHORITY FUNDING AGREEMENT WITH CITY OF DETROIT MUNICIPAL PARKING DEPARTMENT

THIS CONTRACT AMENDMENT NO. 4 (hereinafter called the "Amendment No. 4"), dated as of this 5th day of June, 2025 between the CITY OF DETROIT BUILDING AUTHORITY, a public authority and body corporate, organized and existing pursuant to Act 31 of the Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (hereinafter called the "Authority") and the CITY OF DETROIT, a Michigan municipal corporation organized and existing under the laws of the State of Michigan acting by and through its MUNICIPAL PARKING DEPARTMENT, located at 1600 West Lafayette Boulevard, Detroit, Michigan 48216 (hereinafter called the "City"), pertains to that certain Funding Agreement between the City and the Authority (hereinafter called the "Contract").

### WITNESSETH:

WHEREAS, the Authority has been incorporated in accordance with the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "Act"), for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining buildings, automobile parking lots or structures, recreational facilities, stadiums and the necessary site or sites therefor, together with appurtenant properties and facilities necessary or convenient for the effective use thereof, for the use of any legitimate public purpose of the City; and

WHEREAS, the Authority and the City did heretofore enter into a Funding Agreement on April 16th, 2019 to manage capital improvements and related services for the Eastern Market Parking Garage located at 2727 Riopelle Street, Detroit, Michigan 48207 and the Ford Underground Parking Garage located at 30 East Jefferson Avenue, Detroit, Michigan 48226 (the "Project"); and

WHEREAS, on January 16, 2020, the Authority and the City did enter into Contract Amendment No. 1 to allow for additional amount of \$5,000,000 for necessary capital improvements to Eastern Market and Ford Underground Parking Garages; and

WHEREAS, on May 19, 2022, the Authority and the City did enter into Contract Amendment No. 2 to allow for an extension of the contract term for an additional three (3) years to April 30, 2025; and

WHEREAS, ON March 27, 2025, the Authority and the City did enter into Contract Amendment No. 3 to allow for an extension of the contract term for an additional three (3) years to April 30, 2028; and

WHEREAS, Article XVI provides that any changes, modifications or extensions of any term, condition or covenant thereof or any required changes in the scope of services which are mutually agreed upon by and between the Authority and the City shall be incorporated by written amendment to the Contract; and

WHEREAS, the Authority and the City now desire to amend the Contract to allow for reimbursement of the 2025 Detroit Grand Prix Shoring at the Ford Underground Parking Garage located at

# 30 E. Jefferson, Detroit Michigan 48226; and

NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

- 1. That Article X, Section 10.01 of the Contract is hereby amended to reflect an increase of One Hundred Sixty Eight Thousand and 00/100 (\$168,000.00) Dollars in the funding amount for the costs associated with additional services that are properly provided, as described in Exhibit A-4 hereto, thereby increasing the contract total to an amount not to exceed Five Million One Hundred Sixty Eight Thousand and 00/100 (\$5,168,000.00) Dollars.
- 2. The Authority acknowledges and agrees that the City shall be permitted to audit the financial records pertaining to the performance of the Contract, which right to audit may be assigned by the City to its designee, including the Detroit City Council and the City Auditor General.
- 3. The Authority shall require that each of its Contractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. The Authority shall further require the insertion of substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.
- 4. The Authority shall require that Contractors and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing the Contract or in connection with performing under the terms of the Contract. The Authority shall further require the Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.
- 5. That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.
- 6. That in the event of any conflict, inconsistency or incongruity between the provisions of this Amendment No. 4 and any of the provisions of the Contract, the provisions of this Amendment No. 4 shall control.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

CITY OF DETROIT BUILDING AUTHORITY, a
Michigan public authority and body corporate

By:

Jesaica Parker
Its:

Christopher T. Jackson
Its:

Treasurer

CITY OF DETROIT, MUNICIPAL PARKING DEPARTMENT

By:

Keith Hutchings

Its: Director

APPROVED AS TO FORM:	
General Chunsel, City of Detroit Building Authority	
APPROVED AS TO FORM:	OFFICE OF CONTRACTING AND PROCUREMENT
Corporation Counsel for the City of Detroit	Chief Procurement Officer
This Agreement was approved by City Council on:	
Date	

# Exhibit A-4

# **Additional Services**

The additional services to be provided under this Contract include structural shoring for the pedestrian walkway and grandstand for the 2025 Grand Prix located above the Ford Parking Garage at 30 East Jefferson Avenue, Detroit, Michigan 48226.

supports approximately 2.5 feet of soil in the area designated for the grandstand (based on previous subsurface testing, by others) and paved roads that accommodate vehicular traffic.

Per the original construction drawings:

"Live load for parking garage floors and planting areas: 80 pounds per square foot. Live load for sidewalks and flagstone areas: 250 pounds per square foot, reduced to 200 pounds over long span beams and to 150 pounds over girders and columns. Beams and slabs under pavements designed for H15 highway loading in plaza area, and H20 loading under Jefferson Ave..."

# Condition Assessment

On April 16, 2025, we conducted a site visit to assess the condition of both the upper and lower levels of the garage directly beneath the proposed locations of the grandstand and pedestrian bridge. The objective was to identify any damage that could be considered structurally significant and to document the existing conditions (refer to Appendix A for observations made). Overall, the concrete structural elements were in fair condition, with localized areas exhibiting deterioration, including cracking, spalled concrete, exposed and corroding reinforcing steel, and water infiltration. Affected elements included slabs, beams, girders, and columns.

# Analysis and Conclusions

According to the letter by Chaves Associates, Inc., the pedestrian bridge will exert a pressure of 333 psf on the pavement or soil. We have presumed this to include the weight of the pedestrians on the bridge, therefore our analysis considered this load as a live load.

According to The Watkins Partnership letter, the grandstand weight is 15 psf dead load and designed to support a live load of 100 psf.

Per the City of Detroit's directive, based on input from their structural engineering consultant, Desman Design, the two parking levels should be shored to provide added measure of safety for the grandstand and the pedestrian bridge. To be conservative, our analysis of the shoring system presumed there is no reserve capacity in the existing structure to support the grandstand and pedestrian bridge. Therefore, all dead and live loads from the grandstand and pedestrian bridge would be carried entirely by the shoring and reshoring system.

# Limitations and User Reliance

The evaluation of the existing structure requires that certain presumptions be made regarding the existing conditions, including as-built conditions, material strength, concealed conditions, and inaccessible areas. Therefore, Bogdani Consulting (BC) cannot be held responsible for any latent deficiencies which may exist in the structure, but which have not been discovered as a part of the scope of this evaluation. The opinions and recommendations in this report are also based on the information provided by the Client and limited field observations. The report does not address any other portion of the structure other than the referenced items, nor does it provide any warranty, either expressed or implied, for any portion of the existing building.

BC was engaged by the Client to perform this assessment. The engagement agreement specifically states the scope and purpose of the assessment, as well as the contractual obligations and limitations of both parties. This report and the information therein are for the exclusive use of the Client. This report has no other purpose and may not be relied upon, or used, by any other person or entity without the written consent of BC. Third parties that obtain this report, or the information therein, shall have no rights of recourse or recovery against BC.







